

MELINDA HAAG(CABN 132612)  
United States Attorney

MIRANDA KANE(CABN 150630)  
Chief, Criminal Division

ARVON J. PERIEET (CSBN 242828)  
Assistant United States Attorney

450 Golden Gate Avenue, 11th Floor  
San Francisco, CA 94102  
Telephone: 415.436.6598  
Facsimile: 415.436.7234  
Email: arvon.perteet@usdoj.gov

Attorneys for United States of America

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA, )

**No. CV 09- 4101 SI**

Plaintiff,

v.

## **SETTLEMENT AGREEMENT**

Real Property and Improvements located at APN # 012-710-46, Leggett, CA; Real Property and Improvements located at 053-460-13, Leggett, CA.

### Defendants.

1. IT IS HEREBY STIPULATED by and between Plaintiff UNITED STATES OF AMERICA and Claimant BRETT INGRAM, through their respective counsel, the parties enter into this Settlement Agreement.

2. After proper notification and publication was given, the only person who filed a timely claim in this action to the defendant real properties was claimant, Brett Ingram (hereafter "claimant" or "Ingram"). As a result, only Ingram has a right to claim the defendant real properties. The United States and claimant are hereafter referred to as the "parties" in this document which is hereinafter referred to as the "Settlement Agreement" or "Agreement."

1       3. The parties agree that the resolution of this lawsuit is based solely on the terms stated  
2 in this Agreement. It is expressly understood that this Agreement has been freely and voluntarily  
3 entered into by the parties. The parties further agree that there are no express or implied terms or  
4 conditions of settlement, whether oral or written, other than those set forth in this Agreement.  
5 This Agreement shall not be modified or supplemented except in writing signed by the parties.  
6 The parties have entered into this Agreement in lieu of continued litigation.

7       4. The parties further agree that this Agreement does not constitute precedent on any  
8 legal issue for any purpose whatsoever.

9       5. This Agreement is a compromise over disputed issues and does not constitute any  
10 admission or wrongdoing or liability by any party. Neither party shall be considered a prevailing  
11 party.

12       6. This Agreement is expressly conditioned on the following conditions. The failure of  
13 the occurrence of any of these conditions is grounds for cancellation and termination of this  
14 Agreement upon written notice of either party. In the event this Agreement shall be cancelled,  
15 the parties shall be deemed to have reverted to their respective status and position as if this  
16 Agreement had never occurred.

17           A. Brett Ingram shall sign the attached Hold Harmless agreement.

18           B. Within 20 days from the receipt of the signed Hold Harmless agreement, the  
19 United States will file releases of lis pendentes filed in the instant actions. Copies will be  
20 provided to the claimant for filing with the County Recorder. The release of lis pendentes shall  
21 be in full settlement and satisfaction of any and all claims by claimant, his heirs, representatives  
22 and assignees to the defendant real properties. Claimant, his heirs, representatives and assignees,  
23 shall hold harmless the United States, any and all agents, officers, representatives and employees  
24 of the same, including all federal, state, and local enforcement officers, for any and all acts  
25 directly or indirectly related to the filing of the two lis pendentes filed against the defendant real  
26 property and all facts alleged in the Amended Complaint for Forfeiture.

27       //

28       //

SETTLEMENT AGREEMENT

No. CV 09-4101 SI

1       7. All notices or documents to be provided to the claimant shall be sent to Stephen  
2 Gallenson, Esq., 1100 Mendocino Avenue, Santa Rosa, California, 95401. All notices or  
3 documents to be provided to the United States shall be sent to AUSA Arvon Perteet, 450 Golden  
4 Gate Avenue, 11<sup>th</sup> Floor, San Francisco, California, 94102.

5       8. The United States and claimant agree that each party shall pay its own attorney's fees  
6 and costs.

7       9. Upon completion of the conditions, the parties shall file a stipulation to dismiss the  
8 present action.

9       IT IS SO STIPULATED:

10       April  
11      Dated: March 18, 2012

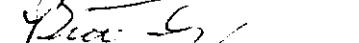
MELINDA HAAG  
United States Attorney

  
ARVON J. PERTEET  
Assistant United States Attorney  
Attorney for the United States of America

16       April  
17      Dated: March 16, 2012

  
STEPHEN GALLENSON  
Attorney for Claimant

19       April  
20      Dated: March 16, 2012

  
BRETT INGRAM  
Claimant

22       BASED ON THE FOREGOING STIPULATION, IT IS SO ORDERED ON THIS

24      DAY OF     4/19     , 2012

  
SUSAN ILLSTON

HONORABLE SUSAN ILLSTON  
United States District Court Judge

## **Hold Harmless**

2 Brett Ingram, and the United States, by and through its counsel, Melinda Haag, United States  
3 Attorney, and Arvon J. Perteet, Assistant U.S. Attorney, do hereby agree to the following:

4       1.     Brett Ingram acknowledges that he has been informed and advised of his right to  
5 retain counsel of his own choosing to represent him and that he enters into this agreement upon the  
6 advice of his own counsel.

7       2.     Brett Ingram, his heirs, representatives and assignees shall hold harmless the United  
8 States, any and all agents, officers, representatives and employees of same, including all federal, state  
9 and local enforcement officers, for any and all acts directly or indirectly related to the filing of the  
10 two lis pendentes filed against Real Property and Improvements located at APN # 012-710-46,  
11 Leggett, CA, and Real Property and Improvements located at 053-460-13, Leggett, CA, and all facts  
12 alleged in the related civil forfeiture action, CV 09-4101 SI.

13       3.      Brett Ingram agrees that he is not a prevailing party in Civil Case CV 09-4101 SI and  
14      agrees to waive any and all right to attorney fees or other litigation costs.

15        4. This agreement constitutes the entire agreement of the parties and relates solely to the  
16 matters described in this agreement.

18 | DATED: 4.18.12

ARVON J. PERTEET  
Assistant U.S. Attorney

DATED: 4/16/12

Brett Ingram  
BRETT INGRAM

22 DATED: 4 16 12

STEPHEN GALENSON, ESQ.  
Attorney for Brett Ingram